

**Request for Proposal (RFP)**  
**For**  
**The Administration of the**  
**Housing Choice Voucher Program**  
**Project # 1991**



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***Posting Date:*** June 22, 2015

***Response Deadline:*** July 31, 2015

**3:00 PM**

**Local Time  
CST**

**To:**

**Brown County Housing Authority**

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# RFP PROJECT DETAILS

## 1. General

The Brown County Housing Authority (BCHA) was created pursuant to the provisions of the Wisconsin Housing Authorities Law to serve as the local public housing agency for Brown County, Wisconsin.

The Brown County Housing Authority has been funded by and is in contract with the U.S. Department of Housing and Urban Development (HUD) for a 3,411-unit Housing Choice Voucher (HCV) Program, along with various related programs including Project Based Vouchers, the HCV Family Self Sufficiency (FSS) Program, the HCV Homeownership Program, and Veteran Affairs Supportive Housing (VASH) Program. As a brief description, the BCHA's FSS Program had 80 original mandatory slots, all of which have since been fulfilled. The BCHA continues to operate the FSS Program on a voluntary basis, currently with two (2) full-time coordinators, funded through HUD's Resident Opportunities Self Sufficiency (ROSS) Program Grant, serving a total of approximately 75 participants currently and a capacity of 124 participants with two coordinators. At present, the Housing Choice Voucher Homeownership Program has 58 homeowners with no cap on the total number of participants the program may serve. The BCHA would like to encourage greater participation in the FSS and HCV Homeownership Programs. The Project Based Voucher Program currently has eight (8) HAP Contracts, comprising of 327 units. The VASH Program in Brown County currently serves up to approximately 20 port-in VASH Vouchers, 21 tenant-based VASH Vouchers, and 10 Project Based VASH Vouchers dedicated to Veterans Manor in Green Bay.

The BCHA is considering options for the administration of the HCV Program and related programs. At present, the HCV Program and related programs are being administered, pursuant to contract, by a local, non-profit administrator whose office is located at in Green Bay, WI. In addition, the current administrator has a contract with Langan & Associates Investigators to conduct background checks on all current Housing Choice Voucher recipients and all prospective program applicants. The current administrator also has annually renewed licenses for HAPPY Software's Housing Pro, an HCV management software. The BCHA has a strong preference for the awarded contractor to continue contractual services with both Langan & Associates and HAPPY Software.

In general, the current administrator has managed the program in compliance with all HUD requirements. There are no outstanding findings or investigations pending. The program received a Section 8 Management Assessment Program (SEMAP) score of 130 points out of a possible 135 points or 96% at its last evaluation. As a result, the Brown County Housing Authority is considered a High Performer.

Through this RFP, the BCHA is seeking proposals from qualified firms and/or individuals to provide the administration and operation of these programs. It is the intent of the BCHA to contract with a contractor/vendor, hereafter referred to as the "Contractor". All respondents are responsible for any addendums issued for this project. No notification will be sent when addendums are published to the Brown County website.

The proposals will be reviewed and graded by the point system described herein. The BCHA reserves the right to reject all proposals.

## 2. Contract Term

Initial term of contract will be subject to the annual review and recommendation of the selection committee, satisfactory negotiation of terms (including a price acceptable to both the BCHA and the selected Contractor), and the annual availability of an appropriation.

The contract period shall be divided into three phases, but may be modified as needed and as determined by both parties:

- (1) a four year (48 months) base contract projected to begin on January 1, 2016 and extend to December 31, 2019;

- (2) an optional two year (24 months) operations period projected to begin January 1, 2020 and extend to December 31, 2021; and
- (3) an optional two year (24 months) operations period projected to begin January 1, 2022 and extend to December 31, 2023.
- (4) an optional two year (24 months) operation period projected to begin January 1, 2024 and extend to December 31, 2025

Optional extensions are by mutual agreement.

### 3. ***RFP Tentative Project Timeline***

Please Note: These dates are for planning purposes. They represent the BCHA's desired timeline for implementing this project. Any revision to the due date for submission of proposals will be made by addendum. All other dates may be adjusted without notice, as needs and circumstances dictate.

	Date	Time (CST)
BCHA Committee Approval to Post RFP	June 15, 2015	
RFP Published	June 22, 2015	
<b>RFP Questions Due</b>	<b>July 3, 2015</b>	<b>3:00 PM</b>
RFP Questions & Answers Published	July 13, 2015	3:00 PM
<b>RFP Responses Due from Contractors</b>	<b>July 31, 2015</b>	<b>3:00 PM</b>
Informal Report of Responses Received	August 17, 2015	3:00 PM
RFP Committee to Review Proposals, Interview, Reference Check, etc.	August 17, 2015-September 14, 2015	
RFP Committee to Decide Upon Recommendation	September 14, 2015-September 17, 2015	
Recommendation made to BCHA for Approval	September 21, 2015	
Send out Thank You & Intent to Award Letters	September 22, 2015	
Contract Negotiations, Complete Contract Signing, Preparations for Transition of Programs, if necessary	September 22, 2015-December 31, 2015	
New Contractor to submit comprehensive operational plan	November 1, 2015	
Service Commences	January 1, 2016	

### 4.

### 5. ***RFP Questions Due: July 3, 2015 at 3:00 PM***

**Questions** - Contractors are asked to examine this Request for Proposals (RFP) upon receipt. All questions or clarifications should only be directed in writing via email to the BCHA Housing Administrator before the designated deadline for written questions. Questions received after this date may not be responded to. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written addenda will be binding.

- Questions can be delivered via e-mail to: [RobynHa@greenbaywi.gov](mailto:RobynHa@greenbaywi.gov)
- Questions MUST be clearly marked in the subject line: "Questions for Project # 1991"

Contractors are encouraged to review the Brown County Housing Authority Administrative Plan, available online at [www.greenbaywi.gov/csa/brown-county-housing-authority-administrative-plan/](http://www.greenbaywi.gov/csa/brown-county-housing-authority-administrative-plan/)), for specifics regarding current operations of the BCHA's HCV Program.

### 6. ***RFP Questions & Answers Posted Date: July 13, 2015 at 3:00 PM***

**Answers** - If any questions are received, answers to all written questions will be issued in the form of an addendum. It shall be the responsibility of each Contractor, prior to submitting their proposal, to determine if addenda were issued.

- Answers will be published on the Brown County Housing Authority website at: <http://greenbaywi.gov/csa/rfp-for-administration-of-hcv/>
- AND on the Demand Star Onvia website at: [http://onviacenter.com/content/demandstar\\_subscriptions](http://onviacenter.com/content/demandstar_subscriptions)

It is the responsibility of all interested vendors to access the web site(s) for project information. Calls for assistance with the BCHA website can be made to (920) 448-3414 or (920) 448-4040.

## **7. RFP Due Date & Delivery Address Details: July 31, 2015 at 3:00 PM**

Responses are due to Brown County Housing Authority no later than the Due Date.

Prospective Contractors are asked to submit proposals electronically, either via email, flash drive, or CD, AND in hard copy via hand delivery, or by mail via DHL, Fed X, UPS, USPS, etc. as outlined below:

### ***Electronic proposal must include the following items:***

- Emails to be clearly marked in the subject line with Project #1991
- Be received, dated & time stamped by the due date and received at the following address:
  - For emailed proposals: [RobynHa@greenbaywi.gov](mailto:RobynHa@greenbaywi.gov)
  - For proposals on flash drive or CD: to be included with hard copies as explained below
  - A courtesy email response will be generated after receipt of all emailed proposals.

### ***Hand delivered or mailed proposal must include the following items:***

- Submit five (5) copies of complete proposal
- Be clearly marked with Project #1991 on the outside of the sealed envelope in the lower left hand corner.
- Unless emailed, include a CD or flash drive to meet the electronic proposal submission requirement
- Be received, dated & time stamped by the due date and received at the following address:

<b>Delivery Address for DHL, Fed X, Hand Delivery, Mail, UPS, USPS, etc.</b>
<b>ATTN: Robyn Hallet, Housing Administrator Brown County Housing Authority Project # 1991 100 N. Jefferson Street, Room 608 Green Bay, WI 54301</b>

**Note:** It shall be the responsibility of the Contractors to ensure proposals arrive by the required due date and time. Any information received after the due date and time will be rejected.

Please make sure the outside package is clearly labeled with the project number and description of the project when mailing proposals via a 3<sup>rd</sup> party delivery service. This ensures the proposal can be applied to the appropriate project.

## **8. RFP Format & Submission Requirement**

The proposal shall include the following attachments:

- **RFP SCOPE OF WORK, SPECIFICATIONS (Attachment A)** - Provide specific procedures and explanations to each requirement in your proposals.
- **RFP COST SHEET (Attachment C)** - Provide attachment listing your rates with your proposal in a separate sealed envelope and a separate electronic file.

- **RFP REFERENCE DATA SHEET (Attachment D)** – Provide attachment with three (3) to five (5) references with your proposal.
- **RFP DESIGNATION OF CONFIDENTIAL & PROPRIETARY INFORMATION (Attachment E)** – Provide attachment if any part of your proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5) Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. Prices always become public information when quotes/bids/proposals are opened, and therefore cannot be kept confidential.
- **RFP ADDENDUM(S) ACKNOWLEDGEMENT (Attachment F)** - If Addendum(s) exist for this project, please sign and date the attachment and provide with your proposal.

These specifications are intended to define the level of quality and performance of the proposal and not to restrict competition. Contractors may offer one or more alternates with lesser or greater features; however, the BCHA reserves the right to make its selection based on the best interest of the BCHA. Contractors offering alternates shall submit with their proposal an itemized comparison with this specification, documenting equivalence for quality, performance, etc. All itemized lists shall be presented in the same order as the BCHA specifications and shall reference the item number. Failure to identify exceptions or deviations in this manner may be a basis to declare the proposal as non-responsive. If in your opinion any of the specifications, terms, and conditions of this RFP prevents you from offering a proposal, consideration will be given to a Contractor's request for change.

## 9. *Method of Payment*

Payments will be transferred to the Contractor's bank on the first business day of every month.

Administrative fees will be 1/12<sup>th</sup> of the annual approved budget. This amount will be transferred but must be substantiated with actual expenses. An adjustment will be made in the following month to correct any excess or insufficient funds transferred. The total amount transferred for administrative fees will not exceed the approved budget.

Housing Assistance Payments (HAP) and VASH payments will be transferred in the exact amount needed to cover HAP payments for the month with an additional transfer mid-month if needed. Amounts must match actual expenditures for HAP and Utility Reimbursement payments.

FSS Coordinator payments will be transferred as 1/12<sup>th</sup> of HUD's annual grant with excess funds to be refunded at the end of the year. This amount will be transferred but must be substantiated with actual expenses at the end of the year.

## 10. *Financial Verification*

Contractor verification prior to award: Contractor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means (i.e. Wisconsin Circuit Court Access) prior to contract award. The BCHA reserves the right to reject RFPs based on information obtained through these background checks if it's deemed to be in the best interest of the BCHA.

## 11. *Other*

1. **Cancelled Project Records:** The BCHA reserves the right to not disclose records of cancelled project to ensure open and fair competition of future solicitations.
2. **Laws:** All work shall conform to all applicable industry, Federal, State and Local Laws, Codes, Ordinances, OSHA requirements and Standards, including but not limited to OMB Circulars.

The BCHA is relying on the expertise of the contractor in providing these professional services. The contractor shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein. Respondents are presumed to be familiar with all federal, particularly Department of Housing and Urban Development, state and local laws, ordinances, codes, and regulations that may in any way affect the services offered.

The contractor understands that federal laws, regulations, policies, and related administrative practices applicable to services described in this RFP on the date the services commence may be modified from

time to time. The contractor agrees that the most recent of such federal requirements will govern the administration of this service at any particular time, except if there is sufficient evidence in the RFP of a contrary intent. New federal laws, regulations, policies, and administrative practices may be established after the date any subsequent agreement that has been executed and may apply.

3. **Substance Abuse Prevention:** The BCHA recognizes and supports drug-free workplace programs as an important element in the national strategy to reduce the devastating effects of drug and alcohol abuse in our society. The BCHA urges contractors, subcontractors, suppliers, and vendors to establish and enforce drug-free workplace policies and programs.
4. **License:** Contractors performing work are required to have a Contractor's License for the state for which the work is to be done. All applicable Licenses for any contractors must be current on the day of Contract execution and throughout the length of the project.
5. **Permits:** Contractor shall be responsible for securing all applicable permits.
6. **Rebate Incentives:** All Contractors must indicate in their proposal if they intend to apply for any rebate incentives from Focus on Energy related to this project.
7. **Rejection of Quotes:** BCHA reserves the right to accept or reject any or all proposal and to waive any informality in proposal.
8. **Taxes:** BCHA and its departments are exempt from payment of all federal, Wisconsin and local taxes on its purchases except Wisconsin excise taxes.
9. **Incurring Costs:** The BCHA is not liable for any cost incurred by proposers in replying to this RFP. This includes costs to determine the nature of the proposal, submitting, negotiating, presentations, or any other costs a Contractor would incur in responding to the RFP.
10. **Nondiscrimination:** In connection with the performance of work under this agreement, the contractor agrees not to discriminate against any employee, applicant for employment, program participant or applicant because of age, race, religion, color, marital or familial status, sexual orientation or perceived sexual orientation, sex or gender identity, disability, national origin, ancestry, or source of income. This provision must be included in all subcontracts.
11. **Independent Contractor Status:** The contractor agrees it is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.
12. **Non-Compliance:** Submission of a proposal constitutes confirmation your firm is not presently on any lists maintained by the Wisconsin Department of Administration, the national System for Award Management (SAM) or any other state or federal government list for non-compliance with any requirements, including equal opportunity and/or affirmative action.

## 12. RFP Attachments

- A. **RFP Scope of Work, Specifications / Drawings:** Contractor must adhere to specifications for this project.
- B. **RFP Scoring**
- C. **RFP Cost Sheet:** Contractor must submit a preliminary budget as part of this requirement.
- D. **RFP Reference Data Sheet**
- E. **RFP Designation of Confidential & Proprietary Information**
- F. **RFP Addendum(s) Acknowledgement:** The BCHA reserves the right to make changes to this project. Any changes in the scope of work shall be mutually agreed upon by the Contractor and the BCHA.
- G. **RFP Appeals**
- H. **Contract Insurance Requirements**
- I. **Contract for Administration of HCV and Related Programs TEMPLATE:** Contractors submitting proposals must review the Contract for Administration of HCV and Related Programs document. Sections that may be of concern must be identified and an explanation for the objection must be provided with proposal submission. If no objections are raised it shall be expected that the contractor agrees to the terms and conditions as stated. Any significant changes made to the Contract by the BCHA will be posted in an addendum.

## **ATTACHMENT A: RFP SCOPE OF WORK, SPECIFICATIONS**

*Potential contractors are expected to perform the following service in order to submit a proposal and to be awarded a contract. Please provide specific procedures and explanations to each requirement in your proposals. Contractor should:*

1. *The BCHA's Housing Choice Voucher Program is considered a medium to large sized program of 3,411 Vouchers. Describe any experience with administering a Housing Choice Voucher Program of this size, including the number of years administering such a program and annual SEMAP scores for a minimum of the last five (5) years if applicable, to include any relevant experience with Family Self-Sufficiency, HCV Homeownership, Project Based Vouchers, and VASH Programs. Note that the only funding provided by BCHA for these supplemental programs is from HUD's ROSS grant for FSS Coordinators. Contractors are expected to seek any additional funds for program enhancements from grants, sponsorship, or other sources apart from the BCHA.*
2. *Identify the key HCV Program staff that will perform the various activities of the contract and their roles, to include their resumes or a summary of their experience.*
3. *Describe the approach of administration of the Housing Choice Voucher Program including the contractor's basic organizational structure, lines of responsibility, staffing, reporting documents, and interaction with the BCHA. Also, indicate how you would administer the Family Self-Sufficiency, HCV Homeownership, Project Based Vouchers, and VASH Program.*
4. *Describe the contractor's ability to effectuate a wider dispersal of participants throughout Brown County and a de-concentration of participants from census tracts with high voucher concentrations.*
5. *Identify measures taken to ensure contractor's staff does not engage in discriminatory activity against any employees, applicants, or participants because of age, race, religion, color, marital or familial status, sexual orientation or perceived sexual orientation, sex or gender identity, disability, national origin, ancestry, or source of income.*
6. *Describe activities to be undertaken to ensure compliance with Section 3 Economic Opportunities obligations which require to the greatest extent possible that recipients of HUD funding provide job training, employment, and contract opportunities for low- or very-low income residents.*
7. *Explain the contractor's office location(s), proximity to the Green Bay Metro bus line, or how customer service expectations will be met in instances in which the contractor's main office is not located in Brown County. Furthermore, describe the content of the contractor's website.*
8. *Include a copy of the audited financials from the past three years and a listing of accounts payable and accounts receivable greater than 90 days.*

The selected firm agrees to perform on behalf of the BCHA in accordance with the ACC, the Brown County Housing Authority Administrative Plan (available at [www.greenbaywi.gov/csa/brown-county-housing-authority-administrative-plan/](http://www.greenbaywi.gov/csa/brown-county-housing-authority-administrative-plan/)), the standards and guidelines set by the BCHA, the administrative functions specified in the ACC, as well as any other administrative functions necessary to carry out the purposes of the programs, but while still providing for the BCHA's fiscal oversight and control as specified below. Specifically, the selected firm's functions are to include all those administrative functions which the BCHA, as the statutory local public housing agency for Brown County, is required to carry out in connection with the operation of the programs by applicable statutory and other legal authority and which may by law be performed by "the selected firm" pursuant to terms of this agreement, the ACC, HUD regulations specifically made applicable to the "Program" in the ACC, and applicable statutory and other legal authority.

The selected firm agrees to the following expectations of the BCHA:

**BCHA direct involvement in day-to-day management and operations for HCV Program, to include, but not limited to:**

1. BCHA to contract with firm for HCV Program staff, office equipment, HCV Program facilities, other HCV Program costs, and other services requested by BCHA.
2. HCV Program staff to be managed by the selected firm, with input from BCHA on high level staffing decisions. Examples of decisions requiring BCHA involvement include organizational structure (see Exhibit 1 for currently



existing structure), staffing levels, compensation packages, discontinuation of management level staff, or other such decisions at BCHA discretion. Examples of staffing decisions to be made by selected firm without direct BCHA input include recruitment, hiring and training of new staff; performance reviews; personnel matters, disciplinary measures, discontinuation of front line staff, and other similar staffing matters.

3. BCHA to have access to the selected firm's financial information relevant to the Housing Choice Voucher Program.
4. Entity-wide Statement of Financial Position, Profit and Loss Statement, and Cash Flow Statement must be submitted to the BCHA on a quarterly basis, no later than the 15th day of the month following each quarter.
5. Housing Assistance Program Payments to landlords and recipients to be issued by the selected firm.
6. BCHA Senior Accountant and contractor's financial staff to work collaboratively in forecasting for the HCV Program; drafting, developing, and periodically reviewing the annual HCV Program budget; and ensuring overall financial security of the BCHA's HCV and related Programs.
7. BCHA Housing Administrator to meet monthly with contractor's management staff to review program reports, updates, and progress.
8. The software currently used for the Brown County Housing Choice Voucher and related programs is Housing Pro by HAPPY Software. BCHA has a strong preference in retaining the use of the HAPPY software system. HAPPY software system to be owned and maintained by the Contractor on the Contractor's server. Contractor will be responsible for individual staff hardware needs. Hardware must meet specifications needed to run the software, Housing Pro by HAPPY Software. The Housing Pro database uses granular permissions to access only the modules users need. The system has been highly customized with the addition of FSS Pro, custom forms including Spanish, the current administrator's letterhead, and IDIA (Integrated Document Imaging Archive). The system presently in use is owned by the current administrator. If the current administrator is not the selected Contractor, they may consider selling their system to the selected Contractor; however respondents must be aware of the need to provide an adequate data system. If HAPPY is not the chosen software of the contractor, BCHA reserves the right to have final approval of the chosen software to ensure the program fulfills all essential functions. A more detailed list of the programs in the HAPPY database is attached as Exhibit 2. For more information, please check out the HAPPY website at [www.happysoftware.com](http://www.happysoftware.com).
9. BCHA preferences its contractor to have an active Board of Directors. The contractor's Board of Directors would join the BCHA's Board of Directors for a joint meeting twice annually (phone conference acceptable). The contractor should identify themselves as for-profit or not-for-profit; if the contractor is for-profit and without a board, the contractor should indicate how they will meet the board and joint meetings requirement.
10. BCHA to establish and implement monitoring and quality control protocol.

**Respectful service to the public (applicants, recipients, landlords, community members, and BCHA), to include, but not limited to:**

1. Contractor shall not discriminate against any employee or applicant because of age, race, religion, color, marital or familial status, sexual orientation or perceived sexual orientation, sex or gender identity, disability, national origin, ancestry, or source of income.
2. Contractor should, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents where applicable.
3. The contractor must have an office(s) located within Brown County and within reasonable (as determined by the BCHA) proximity to the Green Bay Metro bus line.
4. BCHA to set policies, as determined in the BCHA's Administrative Plan, for HCV Program delivery, background checks, customer service, and similar matters.
5. High quality provision of services to customers with Limited English Proficiency.
6. Work collaboratively with Brown County municipalities to align inspection requirements to the greatest extent feasible, periodically perform joint housing inspections, and jointly enforce housing code requirements.
7. Engage local, state, and federal policymakers to enhance and strengthen the HCV and related Programs.

**Vigilance in combating abuse, fraud, and detrimental consequences in order to maintain collaborative attitudes (officials and public) regarding HCV and related Programs, to include, but not limited to:**

1. Recordkeeping and reports regarding denials, terminations, hearings conducted and results, fraud repayments, etc.
2. Proactively work to reduce, discover, and combat fraud.
3. Utilize contracting services with Langan & Associates or other investigative resources as approved by the BCHA to investigate reports of fraudulent activity. Any new investigative agency would have to have connections to the local policing authority just as Langan & Associates does currently.
4. Meet with concerned officials and public to communicate efforts to eliminate fraud or regarding other issues related to the HCV Program.

In effect, the selected contractor will administer all areas of the Housing Choice Voucher Program within the oversight and control of the BCHA. This includes but is not limited to drafting operational plans and reports, providing recommendations regarding staffing decisions, and recommending policy to the BCHA. This includes the related programs of Family Self Sufficiency, HCV Homeownership, Project Based Vouchers and VASH.

The selected contractor shall administer the eligibility and waiting list portions of the program and provide initial, annual, and interim income eligibility reviews (certifications and re-certifications) and Housing Quality Standards (HQS) inspections. The BCHA believes that the HCV Program should select suitable applicants; therefore, the selected contractor must assure the BCHA that its screening processes and follow-up inspection activities will be of the highest quality.

In addition to the items within the existing contract detailed immediately above and in Attachment I, the BCHA is concerned that many of the HCV program participants have obtained housing in limited geographic areas, specifically census tracts 4.01, 16, 20.01, and 205.02, thereby creating a potentially undesirable concentration of low-income households in those areas. It is the intention of the BCHA that the selected Contractor devise and implements strategies that will prevent such concentrations in the future and to the extent possible undo any existing concentrations.

The current administrator presently has a contract with Langan & Associates Investigators, Inc. to conduct background checks on all applicants for the Housing Choice Voucher Program, additions to households of current HCV recipients, and fraud investigations on households suspected to be participating in fraudulent activities within the HCV program. It is the BCHA's expectation that background checks and investigation services would continue to be contracted to Langan & Associates or another investigative service with similar qualifications and connections to local law enforcement. The selected contractor must provide staff to coordinate the background check and fraud compliance responsibilities in conjunction with Langan & Associates or other investigative firm.

Within 60 days of the start of this contract, the selected contractor will have completed a review of the program and will submit a comprehensive operational plan. The selected contractor will be required to present the BCHA with a plan of operation that includes staffing expectations, organizational structure, identification of key personnel, method of reporting both to BCHA and HUD, and other administrative functions, and identifies any changes in existing operations, especially if necessary, the installation of a new management information system. This plan shall include timelines for implementing and/or achieving the changes and program goals contained in the plan. This plan shall include the Family Self Sufficiency Program, Housing Choice Voucher Homeownership Program, Project Based Voucher and VASH Programs. Such operational plan shall be reviewed by the BCHA prior to its implementation. This plan shall become part of the scope of services.

The operational plan shall identify the reports that will be provided on a monthly, quarterly, semi-annual, and annual basis with examples of their format.

Thereafter, the BCHA requires the selected contractor to provide a similar operating plan on an annual basis along with the annual operating budget.

The Contractor should also develop a quality control plan to ensure compliance with all contract, operational plan, and HUD requirements. This quality control plan shall detail all quality control systems that will be implemented or continued, as well as any other audit or prevention of waste, fraud and abuse efforts. This quality control plan shall be submitted along with the operational plan.

## ***ATTACHMENT B: RFP SCORING***

*This attachment is provided for your information only. There is no need to sign or mail it back.*

Responses to this RFP will be evaluated according to the following:

### **1. Proposal Evaluation Process**

The following steps will be observed in the evaluation of Contractor proposals:

- The BCHA will establish a proposal scoring team.
- The proposals will first be reviewed to determine if all the requirements outlined have been met. Failure to meet the requirements or being over-budget will result in the proposal being eliminated from consideration.
- The proposal scoring team will review all proposals received and score the proposals in accordance with the predefined scoring methodology. The BCHA may choose to interview respondents during the scoring process.
- Composite scores will be developed summarizing the individual scoring efforts of each selection team member.
- Reference checks, presentations and/or interviews are optional and determined if required by the scoring team.
- Proposals will be ranked by composite score with the highest score determining Contractor award.

### **2. Proposal Scoring Methodology**

The following is a summary of the proposal evaluation factors and the point value assigned to each. These factors will be used in the evaluation of the individual Contractor proposals. Points will be awarded on the basis of the following factors:

Scoring Criteria	Points
1. Financial Capacity	25
2. Price	20
3. Experience	20
4. Key Program Staff	15
5. Approach/ Methodology	10
6. Equal Opportunity	5
7. Locality	5
<b>Total</b>	<b>100</b>

### **3. Scoring Criteria**

After the submission deadline, an evaluation team will review the submitted proposals. Criteria described below will be considered. A Contractor's submission of a proposal constitutes their acceptance of the evaluation technique and their recognition and acceptance that the evaluators will use their judgment in making a determination. Further negotiations and/or interviews may occur.

The evaluation factors to be used in proposal scoring are described below:

- a) Financial Capacity – 25 points – The contractor has the financial capacity and proven fiscal ability to perform the required activity in light of the vagaries of the federal payment and reimbursement system.

- b) Price – 20 points – Points will be awarded based on a review of the preliminary budget submitted. A Contractor who has accurately included all applicable budget line items, and all are reasonably priced, will receive maximum points while a Contractor who has excluded major line items, or whose costs cause serious concerns, will be scored minimal points.
- c) Experience – 20 points – The Contractor's experience and success in performing the activity required, that is administering a Housing Choice Voucher Program of this size, Family Self Sufficiency, HCV Homeownership Program, Project Based Vouchers and/or VASH vouchers (while credit will be given for managing other low income housing program in general, maximum credit will be given for actual HCV and related program experience).
- d) Key Program Staff – 15 points – The experience of the actual individuals who will be performing the work of the HCV and related programs. Again, actual HCV experience is expected.
- e) Approach/Methodology – 10 points – Understanding the issues involved, approaches to address the issues, strength of proposed organizational structure, quality of reporting forms and systems, emphasis on communicating with the BCHA, and ability to formulate an approach to address the need for wider dispersal of program participants throughout Brown County.
- f) Equal Opportunity – 5 points – Commitment to a diverse work force, opportunity for participation by program participants (Section 3 of the Housing & Urban Development Act of 1968).
- g) Locality – 5 points – Understanding the nature of the HCV Program, the contractor's physical presence within Brown County limits is important to ensure quality customer service on an optional walk-in basis. Additionally, web presence with a consistently updated website is essential.

#### **4. Selection Process**

After the evaluation process has commenced and the successful Contractor has been selected, an award notice will be issued. It is the intention of the selection committee to enter into negotiations with the firm ranked highest for the RFP. However, at the discretion of the BCHA, the committee reserves the right to reject all proposals.

## ***ATTACHMENT C: RFP COST SHEET***

*Use of this form is required when submitting proposals. Along with this form, please submit a preliminary annual budget that corresponds to the total annual fee determined below. Additional information may be requested, if needed.*

### ***Contractor Information***

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<b>Company Name:</b>		<b>Date:</b>	
<b>Company is:</b>	<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> <b>Not-for-Profit</b>  <input type="checkbox"/> </div> <div style="text-align: center;"> <b>For-Profit:</b>  <input type="checkbox"/> </div> <div style="text-align: center;"> <b>Other</b>  <b>(explain):</b>  <input type="checkbox"/> </div> </div>		
<b>Contact:</b>			
<b>Street Address:</b>			
<b>City:</b>		<b>State:</b>	
<b>Phone:</b>		<b>Fax:</b>	
<b>Federal Tax ID:</b>		<b>Email:</b>	
<b>Comments:</b>			

### ***RFP Pricing***

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*All pricing is to be inclusive of all costs, including but not limited to: wages and benefits, travel, meals, training, mileage reimbursement, office expenses, rent and utilities, required audit, depreciation (if applicable), professional services, and insurance. Please keep in mind that HUD administrative funding is subject to change annually which may affect funds presented to Contractor. The contractor should understand that the BCHA reserves the right to approve contractor's budget on an annual basis.*

COOPERATIVE PURCHASING: Wisconsin statutes establish authority to allow Wisconsin municipalities to participate in cooperative purchasing when the contractors agree to extend their terms to them. Participating in this option allows contractors opportunities for additional sales and municipalities to expedite purchases without additional bidding. Please be aware that your participation is voluntary. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.).

☐ Upon a mutually approved contract, I Agree to make the products or services of this quote/proposal available to other public entities as defined above and as priced, for the period specified within this solicitation.

## ***ATTACHMENT D: RFP REFERENCE DATA SHEET***

*Provide a list of at least three and not greater than five clients that you are currently providing services of similar scope with at least one in the public sector, if applicable.*

You must verify that contact person listed is accurate and still employed with the company.

☐ By checking the box to the left, the Contractor agrees and provides its consent in allowing the Selection Committee to contact any and all references specified on the RFP Reference Data Sheet.

Reference #1	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State
Reference #2	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State
Reference #3	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State
Reference #4	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State
Reference #5	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State

## ***ATTACHMENT E: RFP DESIGNATION OF CONFIDENTIAL & PROPRIETARY INFORMATION***

*Use of this form is required when submitting proposal.*

The attached material submitted in response to this project includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5) Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

**Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential. Blanket labeling of confidential/proprietary information in headers/footers of documents will not be considered as confidential/proprietary.**

Information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

**We request the following pages not be released:**

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO **PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD BCHA HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE BCHA'S AGREEING TO WITHHOLD THE MATERIALS.**

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying. The BCHA considers other markings of confidential/proprietary in the proposal document to be insufficient. The undersigned agrees to hold the BCHA harmless for any damages arising out of the release of any materials unless they are specifically identified above.

**Company Name:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## ***ATTACHMENT F: RFP ADDENDUM(S) ACKNOWLEDGEMENT***

*If Addendums exist for this project, please sign and date and send with your bid.*

The undersigned acknowledges receipt of the following addenda by checking the box(es) below:

1 ☐      2 ☐      3 ☐      4 ☐      5 ☐      6 ☐

**Additional Addenda should be written here:**


I have examined and carefully prepared the RFP from the plans and specifications and have checked the same in detail before submitting the RFP to the BCHA. Attached is my list of subcontractors along with their respective trades-if applicable.

**The Undersigned agrees to the above statement:**

**Company  
Name:**

**Printed Name:**

**Signature:**

**Date:**

If this RFP is assigned a project number all contractors are responsible to check for addendums, published on our website at [www.greenbaywi.gov/csa/rfp-for-administration-of-hcv/](http://www.greenbaywi.gov/csa/rfp-for-administration-of-hcv/) for this project prior to the due date. No notification will be sent when addendums are published unless there is an addendum within three business days of RFP due date.

All contractors receiving initial notification of project and those who register as downloading the project from Onvia ([www.onviacenter.com/content/demandstar\\_subscriptions](http://www.onviacenter.com/content/demandstar_subscriptions)) will be notified of all addendums issued within 3 business days prior to due date. If RFP has already been submitted, contractor is required to acknowledge receipt of addendum via email prior to due date. New RFP must be submitted by Contractor if addendum affects costs.

RFPs that do not acknowledge addendums may be rejected.

All submitted RFPs shall be sealed. Envelopes are to be clearly marked with required information. Sealed RFPs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the Contractor.



## ***ATTACHMENT G: RFP APPEALS***

*This appeals attachment is for your information only, there is no need to sign or mail it back.*

To: Contractors

RE: Brown County Appeals Process

An appeal refers to a written request from a Contractor for reconsideration of Contractor selection on a RFP

Appeals may be submitted for the following purchases:

1. the item is a public work project bid under Section 55.52 (29) and 66.29 of the Wisconsin Statutes, or
2. the item price or proceeds is \$5000 or more or the total order is \$10,000 or more, and
3. contractor selection was based on factual errors, or
4. the lowest price or highest proceeds contractor was not selected for RFQ or RFB, or
5. failure by the BCHA or its agents to adhere to the BCHA's policies and procedures or other legal requirements

Appeals shall be submitted in writing and should specify the factual error or policy, procedure or other legal requirement which has been violated. Contractor appeals are to be submitted to the Appeals Agent for BCHA within 3 business days from the receipt of the rejection letter. Appeals not containing the necessary information or not filed on a timely basis shall be rejected by the Internal Auditor.

If the Appeals Agent determines that an appeal is valid, an appeals hearing shall be convened. A decision on all appeals will be rendered within 5 working days of the date upon which the request for appeal was received. All decisions of the Appeals Committee shall be final. Appeals Committee consists of three people associated with the BCHA who were not a part of the selection committee

**Submit To:**

BCHA Appeals Agent  
100 N Jefferson St, Room 608  
Green Bay, WI 54301

## ***ATTACHMENT H: CONTRACT INSURANCE REQUIREMENTS***

*Potential contractors are required to meet the following insurance requirements in order to be awarded a contract. There is no need to sign or mail this back.*

### **1. Hold Harmless**

Contractor hereby agrees to release, indemnify, defend and hold harmless BCHA, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by Contractor, its officers, officials, employees, agent or assigns. The BCHA does not waive, and specifically reserves its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

### **2. Insurance Requirements**

Vendor, Contractor, Tenant, Provider, Organization or other (will be referred as Outside Contractor) shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder are minimum requirements. Proof of insurance will be required on an annual basis by insurer(s) financially solvent and authorized to conduct business in the State of Wisconsin.

The Outside Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a BCHA representative, nor shall any Outside Contractor allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a BCHA representative. Notwithstanding any provisions of this section, and for purposes of this agreement, contractor acknowledges that its potential liability is not limited to the amounts of insurance coverage it maintains or to the limits required herein.

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#### **Comprehensive General Liability (Occurrence Form)**

Products and Completed Operations  
Personal Injury and Advertising Liability  
Independent Contractors / Protective

Limits of Insurance	\$1,000,000 per occurrence
	\$1,000,000 aggregate

#### **Business Automobile Liability : Covering all owned, hired, and non-owned vehicles**

Limits of Insurance	\$1,000,000 per occurrence for bodily injury and property damage
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#### **Excess / Umbrella Liability**

Limits of Insurance	\$2,000,000 per occurrence
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#### **Worker's Compensation Insurance and Employers Liability**

State Statutory Workers' Compensation Limits	
Employer Liability	\$100,000 each accident

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### **3. Additional Insured**

The Outside Contractor agrees that all liability policies other than professional liability shall name the BCHA as additional insured with respects to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection to the BCHA.

#### 4. Adjustment to Insurance Coverage

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the BCHA or its representatives. In the event that the BCHA determines that the limits need to be adjusted at some time after the initial term of the contract, the BCHA shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

#### 5. Subcontractor

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

#### 6. Waiver of Subrogation

Insurers shall waive all subrogation rights against the BCHA on all policies required under this requirement.

#### 7. Certificate of Insurance

The Certificate of Insurance must include:

1. **Additional Insured:** Named as Brown County Housing Authority
2. **Cancellation:** Shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the BCHA to include non-renewal, or material change in coverage.
3. **Project Information:** Shall include reference to the contract name and / or RFP number in the description section of the certificate.
4. **Receipt of Certificate:** A valid Certificate shall be issued to "Brown County Housing Authority" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions.
5. **Signature(s):** Shall be issued by companies licensed to do business in the State of Wisconsin or signed by an agent of the State of Wisconsin. Certificates must also bear the signature of the insurer's authorized representative.

**The certificate of insurance will be delivered to the Brown County Housing Authority prior to the execution of the contract, to the below listed department and address.**

**Brown County Housing Authority  
100 N Jefferson Street, Room 608  
Green Bay, WI 54301**

#### 8. Questions

If any of the insurance requirements cannot be met, please contact the Housing Administrator at (920) 448-3414 to explain what coverages you are unable to obtain on your policy.

## ***ATTACHMENT I: CONTRACT FOR ADMINISTRATION OF HCV AND RELATED PROGRAMS TEMPLATE***

### **HOUSING CHOICE VOUCHER CONTRACT BETWEEN THE BROWN COUNTY HOUSING AUTHORITY AND CONTRACTOR**

This Contract is entered into as of this 1<sup>st</sup> day of January, 2016, by and between the Brown County Housing Authority (hereinafter referred to as the "BCHA") and [Contractor] (hereinafter referred to as "Contractor").

The BCHA was created pursuant to the provisions of the Wisconsin Housing Authorities Law (Wisconsin Statutes Sections 66.404 inclusive) and Wisconsin Statutes Section 59.075, by the city of Green Bay, Green Bay, Wisconsin, to serve as a local public housing agency for Brown County and to aid in providing decent, safe, and sanitary dwellings for the low-income residents of Brown County.

Contractor is a [non-profit/for profit/other] organization, which was incorporated under the laws of the State of [Wisconsin] on [date].

#### **I. Purpose**

The purpose of this Contract is to administer a Housing Choice Voucher Program, formerly known as the Section 8 Rental Housing Assistance Program (hereinafter referred to as "the Program"), in Brown County, Wisconsin. The purpose of the Program is to provide assistance to eligible low-income residents of Brown County ("Families") in obtaining decent, safe, and sanitary housing through the disbursement of Housing Assistance Payments to owners of units who have signed Housing Assistance Payments Contracts pursuant to procedures established under Annual Contributions Contract (ACC) No. C-6141, which the BCHA has concurrently with this Contract entered into with the United States Department of Housing and Urban Development (HUD).

The BCHA anticipates entering into further subsequent Annual Contributions Contracts with HUD. The service to be provided by Contractor hereunder shall include those contracted for by the BCHA in such subsequent Annual Contributions Contracts, as well as Annual Contributions Contract C-6141 referred to above. Annual Contributions Contract NO. C-6141 and all subsequent Annual Contributions Contracts are herein referred to as the "ACC."

#### **II. Services to Be Performed by Contractor Pursuant to This Contract: Guidelines for the Performance Thereof.**

Contractor hereby agrees to perform, on behalf of the BCHA and in accordance with the ACC and the standards and guidelines set out below, the administrative functions specified in the ACC, as well as any and all other administrative functions necessary to carry out the purposes of the Program, specifically to include all those administrative functions which the BCHA, as the statutory local public housing agency for Brown County, is required to carry out in connection with the operation of the Program by applicable statutory and other legal authority and which may by law be performed by Contractor pursuant to the terms of this Contract, the ACC, HUD regulations specifically made applicable to this Program in the ACC, and applicable statutory and other legal authority.

In the course of performing the above-referred services, Contractor is to be guided by the terms set out in the ACC and any regulations made applicable therein. If the terms of the ACC and said regulations do not provide

adequate guidance for Contractor's performance of any of the functions to be performed by it under this Contract, Contractor will so inform the BCHA. Contractor will perform services in accordance with BCHA-adopted policies and procedures as approved in the Administrative Plan and Agency Plan. Contractor shall perform applicant screenings, addition to household screening, and fraud and compliance investigations.

In carrying out the above-referred-to functions, Contractor agrees to communicate regularly with the BCHA and its Executive Director to provide (pursuant to the provisions of Section III of this Contract below) the BCHA with all the information it reasonably requires to meet its obligations under the terms of the ACC and to account to the BCHA for all monies received. Contractor also agrees to meet as often as reasonably necessary with the BCHA staff duly designated by the Executive Director and to provide the BCHA with such additional information relating to Contractor's performance of the above-listed functions as the BCHA or its Executive Director or designated staff member may reasonably require from time to time.

Except as otherwise required by this Contract, Contractor agrees that it, through its employees, will in itself perform all of the above-referred-to functions and that it will not, without specific written authorization of the BCHA, delegate or otherwise provide for any other party to perform any of the said functions, whether by assignment, subcontract, or otherwise provide that, the foregoing notwithstanding, Contractor may engage outside parties to perform professional services, such as legal, banking, accounting, consulting, and/or counseling services, which Contractor for reasons of efficiency, economy, or availability of outstanding professional skills chooses not to perform through its own employees. This does not prevent Contractor from using temporary employment services to fill in for temporary employee vacancies. Local arrest and conviction records gathering and review, verification of applicant provided information, and fraud investigations shall be conducted by Langan Investigations or other third party engaged by Contractor and authorized by BCHA as provided herein.

#### **A. Expectations**

Contractor shall exercise reasonable and good faith efforts to work closely with BCHA and BCHA staff to develop procedures and protocols and shall comply with and shall implement the following expectations to enhance HCV Program operations and services.

##### **1. Provision of Respectful Service to Public**

- a) Endeavor to provide courteous and respectful service.
- b) Endeavor to maintain adequate telephone system and procedures to meet caller needs and expectations.
- c) Endeavor to implement individualized client scheduling improvements as practical and appropriate.
- d) Endeavor to gather and respond to customer service concerns through use of surveys, suggestion box, and other methods.
- e) Endeavor to identify and eliminate language barriers through use of interpretative services and other methods.
- f) Endeavor to provide orderly and effective service to customers making unscheduled visits through use of a numbered ticket system and/or other methods.
- g) In conjunction with BCHA staff, develop and monitor customer service policies and procedures in an effort to enhance overall customer service.

##### **2. Vigilance in Combating Fraud/Abuse**

- a) Exercise vigilance in combating abuse, fraud, and detrimental consequences of the HCV Program in order to improve community attitudes regarding the HCV Program.
- b) Endeavor to collect information regarding initial denials, terminations, and hearings/decisions resulting from Langan (or other investigative services') background checks and share collected information with BCHA in a usable reporting format.
- c) In consultation with BCHA staff, endeavor to utilize Contractor and Langan (or other investigative service) resources to identify and eliminate HCV Program fraud through lawful methods.
- d) Endeavor to ensure effectiveness of fraud investigations.

- e) Endeavor to identify cost effective improvements and changes to the HCV Program fraud investigation program and recommend a budget to BCHA for improvements and changes.
- f) Endeavor to ensure effective reporting forms and documentation of HCV Program denials/terminations.
- g) Endeavor to inform and to communicate with local officials regarding methods and efforts to combat HCV Program fraud and abuse.

### **3. BCHA Oversight**

- a) Contractor, in conjunction with BCHA staff, to develop and maintain reporting requirements or monitoring protocols relative to Contractor's program administration to facilitate BCHA oversight.
- b) Timelines and action plans for substantive HCV Program and other Contractor projects to be provided to BCHA for staff review and approval.
- c) Contractor to consult with BCHA to foster effective procedures for BCHA policies and Contractor implementation and monitoring of Contractor performance.
- d) Contractor to endeavor to work with City of Green Bay and other Brown County community inspection departments, as they are willing, in an effort to identify and address differences in expectations and requirements for housing units.
- e) Contractor to endeavor to work with BCHA and other local governmental agencies to engage legislators and HUD in an effort to strengthen HCV Program housing unit guidelines and seek increased HCV Program standards which comport with City of Green Bay and Brown county community standards.

### **B. Additional Obligations**

The following Contractor obligations are intended to enhance the efficiency and operation of the HCV Program. These obligations are in addition to, and not in lieu of, performance obligations set forth elsewhere in the Contract to which the Contractor is further bound. To the extent that there is any inconsistency between the obligations set forth herein and throughout the remainder of the Contract, the provisions here shall control.

#### **1. Access to Financial Information and Data.**

Contractor shall make available to BCHA, upon request, any and all Contractor HCV Program financial information that BCHA deems necessary. Contractor shall provide BCHA with detailed monthly financial reports concerning HCV Program administration and operations no later than the fifteenth day of the following month. Contractor shall allow BCHA to perform on-site financial data reviews.

Contractor shall further provide to the BCHA Executive Director and Board Chair the annual audits and/or financial reviews of any of Contractor's for-profit divisions prepared by Contractor's independent auditors so that BCHA can monitor and verify the financial solvency of the for-profit divisions and Contractor proper. This audit and financial review information is considered by Contractor to be trade secret and confidential business information that is beyond the scope of discovery under Wisconsin law. This confidential information shall be marked "confidential" by Contractor and shall be sent to the BCHA Executive Director and Board Chair. The confidential information may be reviewed by BCHA legal counsel, accountants, and other professional advisors for review, assessment and advice, subject to an obligation of keeping the information confidential. In the event any reasonable concerns as to financial solvency/viability do arise based on such submissions, Contractor shall be permitted to address those concerns with BCHA staff, the BCHA Board, and BCHA professional advisors in closed session. In no event shall Contractor be required to disclose to the BCHA any customer related information or Contractor marketing plans, the public disclosure of which would place Contractor and or its for-profit division at a competitive disadvantage in the market place.

#### **2. Contractor HCV Program Budget and Financial Accountability.**

Monthly or as otherwise agreed, Contractor's controller shall meet with a BCHA designee to review the HCV Program budget, Contractor performance details, and HCV Program trends. Contractor shall regularly consult

with BCHA as Contractor develops a proposed HCV Program annual budget. Contractor shall submit a detailed HCV Program annual budget to BCHA for BCHA review and approval.

**3. Contractor HCV Program Staffing Levels.**

Contractor has determined that the staffing levels and positions identified in Attachment A of RFP (RFP Scope of Work, Specifications) are necessary to effectively and efficiently run the HCV Program. Any increase or decrease in staffing levels and/or positions identified in the organizational chart shall require prior written consent of Contractor and BCHA. Contractor reserves the right to hire and fire Contractor employees within the staffing levels and positions identified in the organizational Chart.

**4. Software Data Ownership.**

BCHA is the owner of data maintained on the Housing Pro or other Contractor-selected software system. Contractor will permit BCHA staff access to the software system. Contractor will reasonably cooperate with BCHA, upon request, to train and instruct BCHA staff on the use of the software system, to include, without limitation, training and instruction on the manner in which landlords are issued payments on behalf of HCV Program participants, and upon BCHA's request, Contractor shall allow and assist BCHA staff to use the software system to issue HCV Program payments.

**5. Meetings.**

A Contractor representative shall attend each of the monthly meetings of the BCHA Board of Commissioners. Contractor shall schedule and hold joint Contractor/BCHA meetings to facilitate improved cooperation and communication regarding BCHA and Contractor expectations, issues, challenges, concerns, and financial implications.

**III. Reporting Requirements.**

Contractor shall provide information necessary to assist BCHA in the timely completion of all reporting requirements of the ACC, as well as other applicable local, state, and federal regulatory authorities. Contractor shall provide monthly reports at the regularly scheduled BCHA meetings as requested by the BCHA, including comparison of preliminary applications, unit count, HAP expense comparisons, Housing Quality Standard inspection reports, Voucher Management System (VMS)/HUD form 52681-B, and other reports that may be requested on the status of the program.

Contractor shall at the first meeting of each calendar year provide a staffing plan with organization chart of all staff involved with the HCV Program. Contractor shall advise the BCHA in writing of changes to this staffing plan during the year.

**IV. Indemnity and Insurance Provisions.**

Contractor agrees that it will at all times during the existence of the Contract indemnify Brown County and the Brown County Housing Authority and its commissioners, agents, officers, and employees against any and all loss, damages, and costs or expenses which BCHA may sustain, incur, or be required to pay by reason of any eligible client's or program applicant's alleged claims of any nature, including but not limited to suffering, personal injury, death, or property loss resulting from Contractor, negligent acts or omissions while any eligible client or program applicant is participating in, applying for, or receiving the services to be furnished by the Provider under this contract. However, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by BCHA.

Contractor agrees that in order to protect itself, as well as Brown County and the Brown County Housing Authority and its commissioners, agents, officers, and employees, under the indemnity provisions set forth in the above paragraph, Contractor will, at all times during the terms of the Contract, keep in force an insurance policy or policies issued by a company authorized to do business in the State of Wisconsin and licensed by the Wisconsin Office of the Commissioner of Insurance. Upon the execution of this Contract, Contractor will furnish Brown County and the Brown County Housing Authority with a certificate from the insurer and at the time of each renewal or when conditions of the policy are amended. In the event of any action, suit, or

proceedings against Brown County or the Brown County Housing Authority and its commissioners, agents, officers, and employees, upon any matter herein indemnified against, Brown County Housing Authority shall, within five working days, cause notice in writing thereof to be given to Contractor by certified mail addressed to its post office address.

Contractor shall maintain Insurance naming Brown County and the Brown County Housing Authority as named additionally insured as follows: (This is a first-dollar coverage, and no deductibles on professional and/or general liability are permitted).

- Wisconsin Worker's Compensation Coverage..... Statutory Requirements
- Comprehensive General Liability to Include Federal  
And State Civil Rights and Statutory Claims ..... \$2,000,000.00
- Auto Liability ..... \$2,000,000.00
- Professional Liability ..... \$2,000,000.00
- Additional Umbrella Liability ..... \$2,000,000.00

**A. Insurance Requirements.**

Contractor shall not commence work under this Contract until all insurance required under this section (Indemnity and Insurance Provisions) is obtained and such insurance has been approved by the Brown County Housing Authority, nor shall Contractor allow any subcontractor to commence work on their subcontract until all similar insurance requirements have been obtained and approved. Contractor shall provide Brown County Housing Authority with a copy of Contractor policies of insurance upon request. General Liability, Umbrella, and Professional Liability policies shall contain a cross-suits/identity of insured's endorsement.

**B. Worker's Compensation Insurance.**

Contractor shall obtain and maintain throughout the duration of this Contract statutory Worker's Compensation Insurance for all of its employees employed at the site or Worker's Compensation Insurance for all of its employees employed at the site or while working on this Program. In case any work is sublet, Contractor shall require the subcontractor similarly to provide statutory Worker's compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor.

**V. Incorporation of Auditing Requirements of the U.S. Department of Housing and Urban Development for Local Governmental Agencies and Nonprofit Organizations as Set Forth in Federal Law, Regulations, and Circulars of the Federal OMB.**

The parties herein recognize and agree, as a condition of the receipt of federal funds, all applicable federal laws, rules, and regulations of federal agencies are incorporated into this Contract and that the parties' participation in this contract is governed by applicable federal laws, rules, and regulations. Specifically, the parties acknowledge and agree that federal single Audit Act of 1984, as amended will annually provide the Brown county Housing Authority with a full agency-wide single audit as soon as reasonably practicable, but no later than 60 days, upon receipt of the audit by Contractor from its audit firm. Contractor further acknowledges and agrees that it will make a presentation of audit findings, if any, to the Brown County Housing Authority, as requested by the BCHA, presented by the financial director of Contractor and, if so requested, by a representative of the audit firm who is responsible for the reporting of financial matters relating to the federal funds received by Contractor under this contract. Failure by Contractor to comply with the above requirements will be considered by the Brown county Housing Authority to be a material breach of this Contract, justifying cancellation of this Contract upon a notice to Contractor to cure such a default within 30 days of said notice.

**VI. Payments to Contractor.**

**A. Method of Payment.**



BCHA shall transfer to Contractor no later than noon on the business day after receipt thereof from HUD under the provisions of the ACC (1) Housing Assistance Payments (HAP) in the exact amount needed to cover HAP payments for the month. Amounts must match actual expenditures for HAP and Utility Reimbursement payments; (2) Administrative fees of 1/12<sup>th</sup> of the annual approved budget. This amount must be substantiated with actual expenses. An adjustment will be made in the following month to correct any excess or insufficient funds transferred. The total amount transferred for administrative fees will not exceed the approved budget; and (3) FSS Coordinator payments of 1/12<sup>th</sup> of HUD's annual grant with excess funds to be refunded at the end of the year. The amount must be substantiated with actual expenses at the end of the year. Any HAP, Administrative or FSS Coordinator funds not spent shall be held by the Contractor in an interest bearing account but shall be returned to the BCHA or HUD upon request. Amounts due and owing to the Contractor in each of the three categories listed above shall not exceed the cumulative amounts allowable by HUD in each of the three categories.

**B. Limitations.**

The obligation of the BCHA to make payments to Contractor pursuant to A of Section VI shall be subject to the limitations that the BCHA shall not be obligated to make payments to Contractor which exceeds in the aggregate the total amount of funds paid to the BCHA by the government pursuant to the ACC.

In the event that the BCHA determines that because of the limitations specified in this subsection B of VI, it is not obligated to pay all or part of the amounts due pursuant to subsection A of VI, and the BCHA shall promptly notify Contractor of said determination, specifying the amount involved and the reason for such determination.

**C. Limitation on Contractor Obligations.**

Contractor shall not be obligated to continue performance of the Contract, to incur obligations or expend funds hereunder, or to disburse Housing Assistance Payments in excess of the funds advanced by the BCHA to Contractor pursuant to Section A of VI of this Contract.

**D. Financial Reporting.**

Contractor, to the extent of its involvement, shall submit to the BCHA within 60 days after the end of each Fiscal Period requiring an audit by HUD, a balance sheet for the Program dated as of the end of such Fiscal Period, and a statement of expenditures and receipts for the Fiscal Period then ended, each prepared in accordance with generally accepted accounting principles consistently applied by an independent firm of certified public accountants.

**VII. Term of Contract.**

This Contract will terminate with respect to any ACC upon the termination of the ACC. The BCHA may elect to terminate this contract for documented unsatisfactory performance, subject to a thirty (30) day written notice, following which Contractor shall have the right to cure such unsatisfactory performance. Should Contractor not satisfactorily cure, the BCHA may terminate the contract.

In the event that this Contract is terminated, the BCHA and Contractor hereby agree that each will take all reasonable and necessary steps to ensure the smooth and effective transfer to the BCHA or another Contractor of all the functions of this Contract, which Contractor has agreed to perform for the BCHA, and upon completion of such transfer of functions, Contractor shall account to the BCHA for all monies received and expended during the term of this Contract and shall transfer to the BCHA any unspent HUD funds including the net amount.

The Contract period shall be divided into three phases:

1. A 4-year (48 months) base contract to begin on January 1, 2016 and extend thru December 31, 2019;
2. An optional 2-year (24 months) contract to begin January 1, 2020, and extend thru December 31, 2021;
3. An optional 2-year (24 months) contract to begin January 1, 2022, and extend thru December 31, 2023;

4. An optional 2-year (24 months) contract to begin January 1, 2024, and extend thru December 31, 2025.

**The foregoing option periods shall be deemed to be automatically exercised, by no later than six months prior to the contract or extension period end date unless Contractor or BCHA provides written notice to the other party of its intent to not exercise the applicable option period of the Contract.**

**VIII. Notification of Default.**

The BCHA shall promptly bring to the attention of Contractor any notification of default given to the BCHA by HUD, pursuant to the provisions of the ACC, and Contractor shall, if the default in question involves it or any of its agents or subcontractors, undertake to remedy the default in question as rapidly as reasonably practicable under the circumstances and, in any event, no later than thirty (30) days from HUD notice of default to the BCHA.

**IX. Conflict of Interest.**

In carrying out its responsibilities under this Contract, Contractor shall be bound by the following provisions and shall require the insertion of comparable language in any subcontracts it may execute, pursuant to the provisions of Section II of this Contract, in carrying out its responsibilities under this contract.

- A. No Commissioner, member, officer, or employee of the BCHA or Brown County Board Supervisor or the County Executive or Contractor Board member or Contractor employee shall during his or her tenure or for one year thereafter have any interest, direct or indirect, in this contract or the proceeds thereof.
- B. The provisions of the previous subsection (A) of this Section IX shall not be applicable to the General Depository Contract or utility services, the rates for which are fixed or controlled by a governmental agency.
- C. No member or delegate to the Congress of the United States of America, Brown County Supervisor or County Executive, Brown County Housing Authority Commissioner, Brown County Housing Authority employee, Contractor Board Member, or Contractor employee shall be admitted to any share or part of this contract or to any benefits which may arise therefrom.
- D. Contractor shall once annually perform a computer match to ensure that no Brown County Housing Authority Commissioner, elected Brown County Supervisor or County Executive, Brown County Housing Authority employee, Contractor Board Member, or Contractor employee has entered into a HAP Contract without first notifying the Brown County Housing Authority and receiving a written waiver from HUD of the conflict of interest provisions of the HAP Contract.

**X. Equal Employment Opportunity.**

Contractor shall not discriminate against any employee or applicant for employment because of race, family status, source of income, disability, sex, marital status, national origin, color, sexual orientation, religion, ancestry, or age. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to age, race, religion, color, marital or familial status, sexual orientation or perceived sexual orientation, sex or gender identity, disability, national origin, ancestry, or source of income. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**XI. Nondiscrimination against Program Participants.**

- A. Contractor shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000A; the regulations of the Department of Housing and Urban Development issued thereunder, 24 CFR, Subtitle A, Part 1; the requirements of said Department pursuant to said regulations and Executive Order 11063, so that in accordance with that Act and the regulations and requirements of said Department

thereunder Executive Order 11063 no person in the United States shall, on the grounds of age, race, religion, color, marital or familial status, sexual orientation or perceived sexual orientation, sex or gender identity, disability, national origin, ancestry, or source of income be excluded from participation in this Program, be denied benefits thereof, or be otherwise subjected to discrimination.

Contractor shall, by contractual requirement, covenant, or other binding commitment, ensure the same compliance on the part of any subgrantee, contractor, subcontractor, transferee, successor in interest, or other participant in the program or activity, such commitment to include the following clause:

This provision is included pursuant to the regulations of the Department of Housing and Urban Development, issued under Title VI of the Civil Rights Act of 1964 and Executive Order 11063 and the requirements of the said Department pursuant to said regulations. The obligation of the [owner, contractor, or other] to comply therewith inures to the benefit of the United States, the said Department, the Brown County Housing Authority or its designee, and Contractor, any of which shall be entitled to invoke any remedies available by law to redress any breach thereof or to compel compliance therewith by the [owner, contractor, or other].

- B. Contractor will comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968 and any related rules and regulations.
- C. Contractor shall not discriminate on the basis of age, race, religion, color, marital or familial status, sexual orientation or perceived sexual orientation, sex or gender identity, disability, national origin, ancestry, or source of income in administering of the Program, nor deny to any family the opportunity to apply for Housing Assistance Payments, nor deny to any eligible applicant the opportunity to participate in the Program, so long as it continues to meet eligibility requirements. In determining the eligibility of any family for Housing Assistance Payments, no family shall be automatically excluded from eligibility because of membership in a class such as age, race, religion, color, marital or familial status, sexual orientation or perceived sexual orientation, sex or gender identity, disability, national origin, ancestry, or source of income.
- D. Contractor shall not discriminate against any person on the basis of disability and will comply with rules and regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973.

**XII. Amendments or Modifications of ACC.**

The BCHA shall seek concurrence of the Contractor in any proposed amendment or modification of the ACC during the term of this Contract in any case where such proposed modification or amendment, if adopted, would affect the rights or obligations of Contractor hereunder. Contractor shall not unreasonably withhold its concurrence in any such proposed modifications or amendments.

**XIII. Applicable Law.**

This Contract shall be construed under the laws of the State of Wisconsin.

**XIV. Severability Provision.**

The BCHA and Contractor, as the sole parties to this contract, hereby agree that, in the event of a judicial, regulatory, or other legally binding determination of the illegality or unenforceability of any provision or provisions of this Contract, the BCHA and Contractor may jointly elect to terminate this Contract on two (2) months notice if they reasonably conclude that the provision or provisions affected by the judicial, regulatory, or other legally binding determination in question is or are of a nature such as to substantially impair the effectuation of the purposes of this Contract. If the BCHA and Contractor do not make such an election, they hereby agree to adopt the remaining provisions not determined to be illegal or unenforceable as the controlling provisions of this Contract. In the event of a termination under this Section XIV of this Contract, the BCHA and Contractor hereby agree that each will take all reasonable and necessary steps to ensure the

smooth and effective transfer to the BCHA or another Contractor of all the functions, which, under Section II of this Contract, Contractor has agreed to perform for the BCHA.

**XV. Contract Amendment.**

This contract may be amended or modified by written agreement of Contractor and the BCHA.

**The Brown County Housing Authority**

Attest: \_\_\_\_\_  
Ann Hartman, Chair  
Brown County Housing Authority

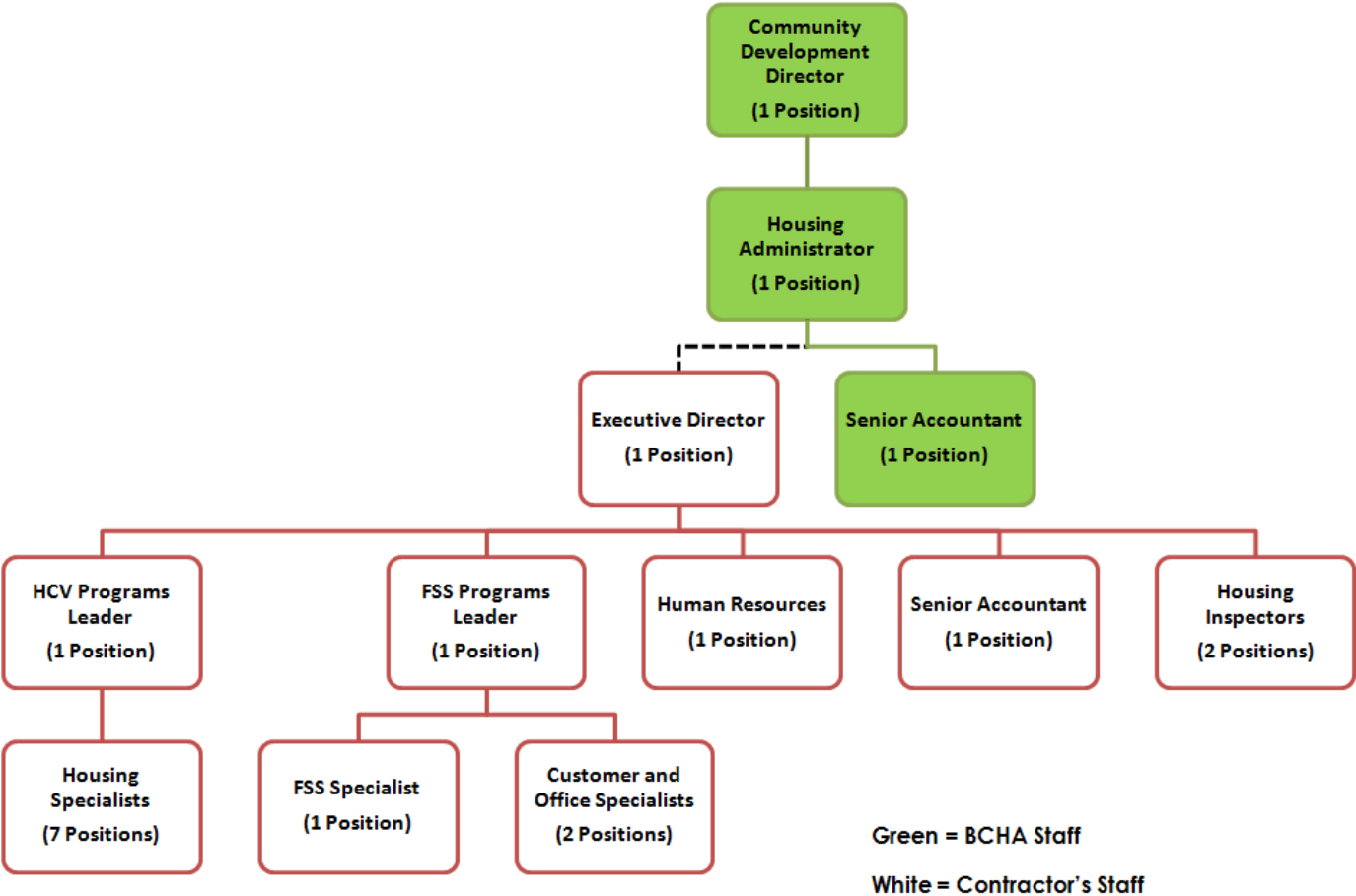
By: \_\_\_\_\_  
Kimberly Flom, Executive Director  
Brown County Housing Authority

**Contractor**

Attest: \_\_\_\_\_  
Name, Chair  
Contractor

By: \_\_\_\_\_  
Name, Executive Director  
Contractor

**EXHIBIT 1: CURRENT BCHA/CONTRACTOR ORGANIZATIONAL STRUCTURE**



## ***EXHIBIT 2: HAPPY SOFTWARE***

### **Housing Pro Software Fact Sheet Summary**

**Waiting List**—Manages applicants using one or more waiting lists. Customize the program to better fit your needs through user-defined preferences and statuses. Produce all necessary documents and reports, including the year-end demographics report.

**Occupancy**—The complete solution for tracking and managing tenants in Public, Choice Voucher and Moderate Rehabilitation programs. Occupancy calculates certification values and prints every document required in tenant files - completely filled out. Occupancy will streamline the most commonly performed tasks in your office and help organize tenant files. With automated wizards for performing HUD actions users can quickly enter required 50058 data, efficiently manage their caseloads, and print all required documentation.

**Payments**—Accurately perform your check run in a timely manner while users continue to work in the software. Smart features such as automated print jam make it so user will never have to rerun an entire batch of checks. Works in conjunction with Occupancy to effortlessly print checks on standard Deluxe check stock, payment records and check summaries.

**Direct Deposit**—Creates the ACH file that allows funds to be directly deposited into the owners' accounts.

**TARs**—Tars is the easy-to-use receivables program that allows your agency to effortlessly collect rents, create charges and invoices, and handle credits. TARs includes a portability tracking system and extensive reporting capabilities to produce all required reports.

**1099s & Payment History**—Print 1099 forms directly or submit them electronically to the IRS FIRE system. Produce customized payment reports with just one click, including Check Summaries, Payment Details, and the required VMS report in concise or detailed format.

**QuickBooks Connector**—Secure, real-time integration with the powerful QuickBooks® Accounting System.

**FileMTCS**—FileMTCS creates the complicated monthly file required by MTCS for HUD electronic fillings. FileMTCS is fully-integrated to PIC to allow for accurate submission of all 50058 data. Two levels of 50058 error checking to reduce errors and increase PIC scores.

**Inspections**— Automatically schedules inspections based on preferences. Prints schedules, checklists, repair letters, appointment letters and final warning notices.

**Mobile Inspections**—Utilizing Windows XP Tablet PC technology, Inspectors can now complete HQS Inspections in the field.

**Mobile Inspections – iPad** – Designed for quick navigation and data entry. It looks and acts just like the HUD-52580 Inspection Checklist form.

**Work Orders**—A complete solution for work orders, preventative maintenance and consumable inventory, includes one-click PHAS reporting

**History**—Archive system for your data. Saves data based on your MTCS submissions and consumable inventory.  
**Custom Forms**—Allows users to create unlimited custom forms for use with HAPPY Software's Waiting List and Occupancy modules.

**Spanish Forms**—HAPPY provides translated HUD and HAPPY forms and letters in Spanish.

**Report Writer**—Easy-to-use software for designing, modifying and running insightful reports.

***Integrated Document Imagine Archive (iDIA)***—Fully-integrated document imagine archive acting as a mail sorter by flagging the assigned caseworker and attaching the document image to the applicant, tenant, or owner file for easy lookup.

***Wait List Check***—Automated system for online waiting list management. Allows agencies to accept applications online and provide applicants with the status information they want, without having to pick up a phone.

***Rent Reasonableness***—An easy way to manage and use your comparable unit information when performing rent reasonableness.

***Assistance Check***—Web-based service that allows tenants, owners and applicants (or clients) to find answers, submit requests and update their information.

***HAP Check***—A centralized, secure, web based system for producing online statements for owners.

***FSS Pro***—Comprehensive way to manage and track the Family Self-Sufficiency Program